

Amendment Number 2
to
Contract Number DIR-SDD-2096
between
State of Texas, acting by and through the Department of Information Resources
and
CURRIER, MCCABE & ASSOCIATES, INC.

This Amendment Number 2 to Contract Number DIR-SDD-2096 (“Contract”) is between the Department of Information Resources (“DIR”) and Currier, McCabe & Associates (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through May 3, 2016, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year renewal term.

2. **Contract, Section 4. Pricing** is hereby restated in its entirety as follows:

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payments, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. **Contract, Section 4. Pricing A - H** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts, Section 8. Pricing, Purchase Orders, Invoices and Payments, dated 02/04/15 as attached hereto.
4. **Contract, Section 7. Software License and Service Agreements**, is hereby amended by adding **C. Conflicting or Additional Terms** in its entirety as follows:

C. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

5. **Contract, Section 8. Intellectual Property Matters, A - L** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts, Section 5. Intellectual Property Matters, dated 02/04/15 as attached hereto.

6. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated 02/04/2015.
7. **Authorized Exceptions to Appendix A, Section 8. Pricing, Purchase Orders, Invoices and Payments, B. Customer Discount** is hereby restated in its entirety as follows:

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified below:

CMA Software	DIR Customer Discount
HRIS	48%
LATS	48%
LMS	48%
CMA Services	DIR Customer Discount
Product Support and Maintenance	48%
Product Hosting	48%
Product Implementation and Training	48%

This contract is not for custom application development or enterprise resource planning products. Software sold with hardware or loaded on an appliance is outside the scope of this contract.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1 and then the Contract.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than May 3, 2015.

CURRIER MCCABE AND ASSOCIATES, INC.

Authorized By: Signature on File

Name: Kay Stafford

Title: President and CEO

Date: 4/29/2015

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Dale Richardson

Title: Chief Operations Officer

Date: 5/12/15

**Office of
General Counsel:** DRBrown 5-7-15